



Government of the District of Columbia



HUMAN CARE AGREEMENT

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1. Human Care Agreement Number DCJM-2015-H-0006		2. Date of Award See Block 13C	3. Date Solicitation Issued March 26, 2015
4. Issued by: Department on Disability Services Office of Contracts and Procurement 1125 – 15 th Street NW, 4th Floor Washington, DC 20005-2720 202-730-1717 Fax: 202-730-1514		5. Administered by: Department on Disability Services Developmental Disabilities Administration 1125 – 15 th Street, NW, 8th Floor Washington, DC 20005-2726 Telephone: 202-730-1700 Fax: 202-730-1808	

6. NAME AND ADDRESS OF PROVIDER/CONTRACTOR (No. Street, county, state and ZIP Code)

Telephone: Fax: E-Mail:

7. PROVIDER/CONTRACTOR SHALL SUBMIT ALL INVOICES TO: Office of the Chief Financial Officer Department on Disability Services Attn: Accounts Payable 64 New York Ave. NE. 6th FL Washington, DC 20002-3359	8. DISTRICT SHALL SEND ALL PAYMENTS TO: Address in Block 6
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9. DESCRIPTION OF HUMAN CARE SERVICE AND RATE COST

LINE ITEM	NIGP CODE	BRIEF DESCRIPTION OF HUMAN CARE SERVICE	QUANTITY OF SERVICE REQUIRED	TOTAL SERVICE UNITS	SERVICE RATE	TOTAL AMOUNT
0001 thru 0008	952-9265	Residential Habilitation, Supported Living, Host Home, and related Residential expenses for District of Columbia Persons with Intellectual and Developmental Disabilities	See Individual Task Orders	See Individual Task Orders	SEE SECTION B	See Individual Task Orders
GRAND TOTAL						\$

10. APPROPRIATION DATA AND FINANCIAL CERTIFICATION TO BE CITED ON EACH TASK ORDER

11. TERM OF HUMAN CARE AGREEMENT

Starting Date: See Block 13 C	Ending Date: To be determined upon award, but not to exceed one (1) year
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HUMAN CARE AGREEMENT SIGNATURES

Pursuant to the authority provided in D.C. Official Code § 2-354.06, this HUMAN CARE AGREEMENT is being entered into between the Provider/Contractor specified in block 6 of this document. The Provider/Contractor is required to sign and return two signed copies of this document to the Contracting Officer of the Issuing Office stated in block 4 of page 1 of this document. The Contractor further agrees to furnish and deliver all items or perform all the services set forth or otherwise identified within this Human Care Agreement and on any continuation sheets or appendices for the consideration stated herein. The rights and obligations of the parties to this Human Care Agreement shall be subject to and governed by the following documents: (a) this Human Care Agreement, (b) the Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated March 2007; and (c) any other provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. This Human Care Agreement between the signatories to this document constitutes the entire agreement of the parties.

12. FOR THE PROVIDER/ CONTRACTOR

A. Name and Title of Signer (Type or print)	
B. Authorized Signature of the PROVIDER/CONTRACTOR:	C. DATE

13. FOR THE DISTRICT OF COLUMBIA

A. Name of Contracting Officer (Type or print)	
B. Authorized Signature of the PROVIDER/CONTRACTOR:	C. DATE

(Base Year)

SECTION B

HUMAN CARE SERVICES AND SERVICE RATES

- B.1** The Government of the District of Columbia, Department on Disability Services (DDS), hereafter referred to as the “**District**,” is seeking to establish Human Care Agreements (HCA) with approved Providers under the District’s Medicaid Home and Community-Based Services Waiver for Persons with Intellectual and Developmental Disabilities, hereafter referred to as the “**Provider**,” for occupancy-related residential expenses and services as described in Section C, in accordance with D.C. Official Code § 2-354.06.
- B.2** The Human Care Agreement is based on fixed-unit prices.
- B.3** Provider(s) currently providing services to DDS people shall submit the attachment J.9 and justification of cost at the time of submission of HCA response or. Newly qualified Providers shall be required to complete Attachment J.9, upon notification of the DDS’ intent to Award a HCA.
- B.4** The Human Care Agreement is not a commitment to purchase any quantity of a particular service covered under the agreement. The District is obligated only to the extent that authorized purchases are made pursuant to the Human Care Agreement.
- B.5** Services shall be performed only as authorized by Task Orders issued under this Agreement. The Provider shall furnish to the Government of the District of Columbia, the services specified in the Schedule, when and if ordered.
- B.6** An Offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this HCA shall be deemed nonresponsive and shall be rejected if the Offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with Section H.10.1.

HUMAN CARE SERVICE RATES

B.6 PRICE SCHEDULE

B.6.1 BASE YEAR

<u>A</u> CLIN	<u>B</u> #Bed-rooms	<u>C</u> DESCRIPTION	D DAILY RATE (per client)	E NEW RESIDENT ANNUAL RATE FOR BASE YEAR (per client)	F ANNUAL RATE AFTER RESIDENTS BASE YEAR (per client)
			(column E divided by 365 days)	(Column F divided by column b)	(Monthly proposed rate + utilities) X 12 months
0001		Average Occupancy Amount			
0002		Personal Expenses			
0002.1		Food			
0002.2		Clothing (cannot exceed \$600 annually)			
0002.3		Medical			
0003		Supplies, Furnishings, and Equipment			
0003.1		Supplies			
0003.2		Furnishings and Equipment Base Year			
0003.3		Furnishings and Equipment After Base Year			
0004		Communication Costs (\$1800 max per home)			
0005		Administrative Costs			
0005.1		Administrative Costs NTE .15% Base Year			
0005.2		Administrative Costs NTE .13% After Base Year			
0006		Total Annual Cost per Customer	(Estimated)		
0006.1		New Resident Total Daily per diem * range from	(Estimated)		
		To	(Estimated)		
0006.2		Total Daily per diem * range after one year from	(Estimated)		
		To	(Estimated)		
0007		Specialized Services for Persons not covered by Medicaid	See Section B.5.2		
0008		Host Home Program Services	See Rates in Section B.6.9		
0009		New Furnishing & Equipment when approved by Provider Resource Management & negotiated by Contracting Officer.	Estimated		
Option Year Estimated Annual Amount for <u>XX</u> people					

- * The District may add or subtract facilities, with rates for any additional facilities to be negotiated at the time of placement of additional District of Columbia residents.

B.6.1 All Providers submitting a requested budget for CLINs listed above, in Section B.6.1, must include a completed Attachment J.9 – Detailed Occupancy by Location Rate Sheet as a part of the Provider’s budget submission requirement.

B.6.2 A base year and up to four (4) option years may be approved through this agreement. For each of the line items above a Cost of Living Adjustment, not-to-exceed three (3) percent may be added in subsequent years based upon the Consumer Price Index (CPI-U) published by the Department of Labor, Bureau of Labor Statistics for those services not regulated by the Provider’s local or state jurisdiction. Rates that are regulated by the Provider’s local jurisdiction will only be adjusted when an option is exercised. Providers are highly encouraged to provide current regulated rates at least 90 days prior to the date that an option is due to be exercised.

B.6.3 SPECIALIZED SERVICES EXPENSES COVERED BY MEDICAID § 1915 (c) HOME AND COMMUNITY BASED SERVICES WAIVER

Specialized Services Expenses, such as costs of direct care and staffing, will be covered by the District’s Medicaid Home and Community-Based Services Waiver for Persons with Intellectual and Developmental Disabilities (“IDD HCBS waiver”) program. In cases where the Provider is not covered by the Medicaid IDD HCBS waiver program, all such services will be reimbursed at a rate not exceeding the applicable Medicaid IDD HCBS waiver program rates. All such deviations will be approved and/or disapproved for each person on a case-by-case basis by DDS/DDA.

B.7 DESCRIPTION OF EACH CONTRACT LINE ITEM NUMBER (CLIN):

B.7.1 CLIN 0001 – Occupancy. This is the annual cost to occupy the living residence for the person. DDS will pay the lesser of fair market rent for leased property or actual costs (including mortgage payments and related costs) for Provider-Owned property, less any applicable contribution to support due from the DDA service recipient. *A pending lease agreement for each address must be provided for rental property when a referral is made.* The lease shall be in the names of the people who are being supported. If this is not possible, then the Provider must ensure that each person has a legally enforceable residency agreement or other written agreement that, at a minimum, provides the same responsibilities and protections from eviction that tenants have under relevant landlord/tenant law. This applies equally to leased and Provider owned properties. Occupancy costs will be prorated based on the total annual cost of the unit divided by the number of tenants in the unit, unless sanctions are imposed in accordance with current DDS Imposition of Sanctions policy for vacancies that cannot be filled due to Provider performance deficiencies. (Example: 3-bedroom unit at a monthly cost of \$1,500 would be prorated at \$500 each for three (3) persons assigned to the unit. Unit refers to apartment or house). Costs for routine repairs and maintenance shall be included in the lease amount. Repair and maintenance costs not included in lease amount shall be offset from administrative costs and fees.

B.7.2 CLIN 0002.1 – Food. Provider shall estimate the total annual cost for food based on the specific nutritional needs of the referenced person. The Provider is required to apply for

- and/or ensure that people they support apply for and receive the federal food benefit entitlement programs, Supplemental Nutritional Assistance Program (SNAP), formerly called Food Stamps or the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), if applicable. The Provider and the Contract Administrator shall determine the annual cost based on the SNAP and/or WIC benefit amounts the person receives and annual cost breakdown submitted by the Provider. Each Provider must factor in the SNAP and WIC benefit amount for each person who is eligible for and is receiving SNAP or WIC. The Provider is required to provide a breakdown on how the annual cost was developed. Provider shall provide justification for food costs exceeding USDA guidelines. People receiving supports must have access to food at any time in their home, unless there is a restriction is based on the person's assessed need and that is justified in his or her person centered plan.
- B.7.3** CLIN 0002.2 – **Clothing** has an annual required allocation of \$600 per person. This amount is non-negotiable. The Provider shall maintain records of the disbursement of this money and receipts for clothing purchased. Clothing purchased must fit the person, be kept clean, be weather appropriate, and be based upon the person's preferences.
- B.7.4** CLIN 0002.3 – **Medical expenses** based on the specific medical (dental and prescription and over the counter drugs not covered by Medicaid) needs of the referenced person. Provider is required to explore and exhaust all other options, including Medicare Part D and seek variances before seeking local funding. Provider shall submit a breakdown on how the annual cost exceeding \$500 standard per year is developed. Provider may seek reimbursement when the aggregate annual amount expended exceeds \$500 times the number of people supported.
- B.7.5** CLIN 0003.1 – **Supplies**. Estimated annual cost of household supplies and personal hygiene items, including but not limited to soap, deodorant, toothpaste and shampoo, required to maintain a clean, sanitary and safe living environment. Provider shall submit detailed list and expense log of items in excess of \$500.
- B.7.6** CLIN 0003.2 and CLIN 0003.3– **Furnishings and Equipment** - Estimated annual cost of household furnishings and equipment for each person. The Provider may be required to submit three (3) quotes for itemized furnishings with each budget proposed. The costs of furnishing the common space (*e.g.*, living room, dining room, and kitchen) are to be shared among the multiple people in a unit. All furnishings and equipment purchased for the person by the Provider must reflect the person's preferences, and are considered property of the person and property of the District if abandoned by the person when the person vacates the premises, either voluntarily or involuntarily. Disposition of excess or surplus furniture or equipment shall be coordinated with the DDS Office of Support Services and the Surplus Property Division of the Office of Contracting and Procurement. The Provider must ensure that furnishings are included on the person's inventory.
- B.7.7** CLIN 0004 – **Communication** cost refers to the cost to provide telephone (including long-distance), basic cable and Internet service for all people living in each residential setting. Each person receiving support, must have access to a telephone or other communication device, as appropriate, to use for personal communication in private at any time the person is at home, unless there is a restriction is based on the person's assessed need and that is justified in his or her person centered plan. Provider must provide data on how this amount was developed and

may be required to provide a quarterly report with actual bills to substantiate this cost. Phones, including cell phones for staff and management are the Provider's responsibility.

- B.7.8 CLIN 0005 – Administrative Costs and Fee.** Provider may be required to provide detailed cost and pricing data in support of its application to demonstrate how it arrived at the amount of administrative costs and fees. Currently, the Administrative Costs and Fees for Providers serving more than ten clients shall **not exceed 13%** of the total proposed budget. Currently, the Administrative Costs and Fees for Providers serving ten or fewer clients shall **not exceed 15%**. This cost is only associated with those services stated as occupancy-related or room and board expenses. The current acceptable ranges of Administrative Costs and Fee (%) are subject to change based upon annually review by the District. Administrative Costs and Fee will not be applied to vacancy costs. No administrative costs will be included in the Human Care Agreement for any service covered by the Medicaid IDD HCBS waiver program. To avoid the appearance of cost-plus-percentage-of-cost, the standard amount determined at the beginning of the base and each option period shall apply for each person.
- B.7.9** The Provider shall maintain fully detailed and documented accounting records of actual expenses such as receipts and leases to support amounts proposed or any requested price increases for any single line item expense. The Provider's receipts for utilities, furniture, equipment, supplies, medical expenses and communications costs shall include descriptive details sufficient to relate the receipt to the person(s) or residence.
- B.8 Host Home Services Program:** Occupancy, or room and board payments, in the Host Home Services Program are computed as follows:
- B.8.1** For each person who receives one or more cash benefit payment(s) of \$721.00, the payment(s) are divided into two parts. Part #1: One hundred dollars (\$100.00) will be deposited into each person's community-based bank account to serve as the person's Personal Needs Allowance. Part #2: Six hundred twenty-one dollars (\$621.00) (for 2014) will be sent to the Host as full payment for room and board. The figure used for the room and board payment is derived from the Federal Benefit Rate for Supplemental Security Income. The dollar amount may change annually due to the Cost of Living Adjustment.
- B.8.2** For each person who receives cash benefit payment (s) and/or earned income of less than \$721.00 (for 2014), the District will add an individually computed supplement for the Host and the person so that the room and board payment equals \$621.00 (for 2014) and the Personal Needs Allowance equals \$100.00. The Provider will pass the supplement through to the Host.
- B.8.3** For each person who receives one or more cash benefit payment(s) and/or earned income, where the payment(s) exceeds \$721.00 (for 2014), the payments are divided into three parts. Part #1: One hundred dollars (\$100.00) will be deposited into each person's community-based bank account to serve as the person's Personal Needs Allowance. Part #2: Six hundred twenty-one dollars (\$621.00) (for 2014) will be sent to the Host Home as full payment for room and board. Part #3: Excess cash benefits and income, if any, will be deposited into the person's community based account.

SECTION C

HUMAN CARE SERVICE DESCRIPTION AND SCOPE OF SERVICES

C.1 Background

C.1.1 This is an ongoing service.

C.1.2 In 1978, U.S. District Judge John H. Pratt entered a consent decree in the *Evans* class action (Civil Action No. 76-0293) ordering the de-institutionalization of Forest Haven, the District's institution for persons with intellectual and other developmental disabilities. In 1978, the Council of the District of Columbia enacted the "Citizens with Intellectual Disabilities Constitutional Rights and Dignity Act" (D.C. Law 2-137; D.C. Official Code § 7-1301.01 *et seq.*). The *Evans* parties negotiated and entered into consent orders in 1981, and 1983; there was a court-ordered plan in 1996; the parties negotiated and filed with the Court the "2001 Plan for Compliance and Conclusion of *Evans v. Williams*;" and the parties entered into court-ordered 90-day plans in both 2005 and 2007. These court orders and the referenced law protect the rights of these vulnerable District citizens with appropriate services and support, personal property, freedom from harm and service delivery in the least restrictive setting. In accordance with the "Department on Disability Services Establishment Act" (D.C. Law 16-264; D.C. Official Code § 7-761.01 *et seq.*, DDS is charged with the development and provision of residential services for people eligible for and receiving services from the Developmental Disabilities Administration.

C.1.3 In July 2010, the *Evans* parties agreed to the "2010 Revision of the 2001 Plan for Compliance and Conclusion of *Evans v. Grey*," entered as an order by U.S. District Judge Ellen S. Huvelle on August 10, 2010, which requirements shall be applicable to all supports and services provided to *Evans* class members under this Human Care Agreement. The 2010 Revision synthesizes the various court orders into nine sets of outcome criteria for determining compliance aligned with the remaining five goals and underlying court orders.

C.2 Scope of Human Care Services:

C.2.1 Subject to the continuing availability of funds, the District may purchase and the Provider shall provide human care services for various types of residential care with unique staffing patterns and service requirements supported through the Medicaid State Plan Services, the Medicaid § 1915(c) IDD HCBS waiver program, and local appropriated funding. DDS shall issue Human Care Agreements to provide the following residential care:

C.2.1.1 Residential Habilitation Services in licensed group homes for persons with IDD, maximum of six (6) residents as set forth in Section 1929 of Chapter 9 of Title 29 DCMR, or the successor regulation;

C.2.1.2 Supported Living Services, maximum of three (3) residents as set forth in Section 1934 of Chapter 9 of Title 29 DCMR, or the successor regulation; or

- C.2.1.3** Host Home without Transportation Services residences, whereby the Providers subcontract with families (residents) that serve as hosts to people in the DDS/DDA system who have selected this option of residential program service as set forth in Section 1915 of Chapter 19 of Title 29 DCMR, or the successor regulation.
- C.2.1.4** For persons who are enrolled in the 1915 © IDD HCBS waiver program, the scope of Human Care Services is limited to what is considered to be room and board, e.g. occupancy, food, utilities, furnishing and household supplies.
- C.2.1.5** The Provider shall operate residential settings with services offered through the Medicaid § 1915(c) IDD HCBS waiver program as described in the applicable regulations published in Chapters 9 and 19 of Title 29 DCMR, as those regulations may be amended from time to time.
- C.2.1.6** Providers must be qualified as current IDD HCBS Waiver Providers of the above named services to be eligible for the Human Care Agreement. Providers who do not possess current qualifications for the approved IDD HCBS waiver program and have not passed the Provider Readiness Certification protocols established by DDA will be disqualified for the Human Care Agreement.
- C.2.1.7** Persons with disabilities supported by DDS may select any eligible Provider of the IDD HCBS waiver program to provide waiver services. Even if the Residential Service Provider is a Provider for a particular HCBS waiver service, the person may elect to receive supports and services from another HCBS waiver provider. The Residential Service Provider must not interfere in the free choice of the person to seek the necessary services from any approved HCBS Waiver Provider.
- C.2.1.8** Persons with disabilities supported by DDS may be limited by DDS in the choice of Provider of residential services to those Providers where room and board supports are currently funded and available. People may choose any Provider of services if new room and board funding is not concurrently requested.
- C.2.1.9** All services must align with current IDD HCBS waiver program. To view a complete listing of waiver services please visit the web site at <http://www.dds.dc.gov> and follow the links to *Waiver Service Descriptions*. None of the services listed will be supported with local funds unless the service recipient is not enrolled in the IDD HCBS Waiver program, local funding is approved by the DDS Director or designee and funding is made available for a task order.

C.3. Definitions

- C.3.1** **Continuity of Operations Planning (COOP)** means a written emergency plan that defines how a Provider will continue services or recover its minimum essential functions in the event of a disaster.

- C.3.2 Day Habilitation** means an individual or group activity program that offers social, recreational, habilitative and educational events designed to improve each person's self-awareness and level of functioning.
- C.3.3 Developmental Disability** means a severe, chronic disability of a person that is attributable to a mental or physical impairment, or both, that is manifested before the person attains the age of twenty-two (22) years and is likely to continue indefinitely. The disability causes substantial functional limitation in three (3) or more of the following major life activities: (a) self-care; (b) receptive and expressive language; (c) learning; (d) mobility; (e) self-direction; (f) capacity for independent living; and (g) economic self-sufficiency; and reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services which are of lifelong or extended duration and are individually planned and coordinated.
- C.3.4 Direct Care Staff/ Direct Support Professional** means persons employed to support people in the community and residential setting who render the day-to-day personal assistance required in order to meet the goals of their Individual Support Plan (ISP).
- C.3.5 Habilitation Services** means the process by which a person is assisted to acquire and maintain those life skills which enable him or her to cope more effectively with the demands of his or her personal environment, and to raise the level of his or her physical, intellectual, social, emotional and economic efficiency. Services provided may include monitoring of health care needs, behavior management, money management, social skills, personal care skills, and practical living skills.
- C.3.6 Host Home** means the provision of ADL, habilitation, supervision and health care coordination to a person who lives in the caregiver's own home with no more than two other people who receive support.
- C.3.7 Human Care Agreement** means a written agreement for the procurement of education or special education, health, human or social services pursuant to D.C. Official Code § 2-354.06, to be provided directly to people who have a disability, are disadvantaged, displaced, elderly, indigent, mentally ill, physically ill, unemployed, or minors in the custody of the District of Columbia. The limitation of the human care agreement is specified on Section
- C.3.8 Human Care Services** means education, or special education, health, human, or social services to be provided directly to people who have a disability, are disadvantaged, displaced, elderly, indigent, mentally ill, physically ill, unemployed, or minors in the custody of the District of Columbia.
- C.3.9 Individual Financial Plan (IFP)** means a written component of the Individual Support Plan that outlines the person's spending plan for the year, which includes expenditures and assets. The purpose of the IFP is to safeguard the person's funds and personal possessions. It is also a vehicle to ensure people maintain eligibility for Medicaid and Social Security benefits.

- C.3.10 Individual Program Plan (IPP)** means a written plan that describes how the goals set forth in the ISP are to be implemented. For people residing in an ICF/IID, the Provider will develop an IPP with the participation of the person's support team per 42 CFR § 483.440 (6). For HCBS waiver participants, the Provider is responsible to prepare and implement a written support plan per the requirements for the specific waiver service being delivered (e.g. 29 DCMR § 1934.17 Supported Living Services).
- C.3.11 Individual Support Plan (ISP)** means a written plan developed by the person's support team, chosen, whenever possible, by the person with intellectual and developmental disabilities or his/her guardian. The ISP serves as the single document that integrates all supports a person may receive irrespective of where the person resides. The ISP integrates the Plan of Care (POC) required by the District of Columbia's Medicaid Home and Community-Based Services Waiver (HCBS) and the plan of care required by Medicaid for nursing for services delivered under those two programs. The ISP presents the measurable goals and objectives identified as required for meeting the person's preferences, choices, and desired outcomes. The ISP also addresses the provision of safe, secure and dependable supports that are necessary for the person's well-being, independence and social inclusion.
- C.3.12 Least Restrictive Environment** means that living or habilitation arrangement which least inhibits a person's independence. It includes, but is not limited to, arrangements to move a person from more to less structured living and from larger to smaller living units.
- C.3.13 Life Skills** means a combination of services designed to assist people with intellectual and developmental disabilities in the acquisition of knowledge and skills that will enable them to realize their personal, social, educational, and prevocational functioning to the fullest extent possible.
- C.3.15 Plan of Care** means a written service plan that meets the requirements set forth in Section 1904.4 of Title 29 DCMR, is signed by the person receiving services, and is used to prior authorize Waiver services.
- C.3.16 Provider** means a consultant, vendor, or contractor of goods or services, who can be an individual, a partnership, non-profit entity, or a corporation that enters into a contract with the District.
- C.3.17 Qualified Personnel** means persons holding official credentials, accreditation registration, certification, or licenses issued by their jurisdiction. The term shall include administrators, dentists, dietitians, occupational therapists, physical therapists, art and music therapist, licensed and registered nurses, physicians, podiatrists, psychologists, certified behavior analysts, speech pathologists or audiologists, pharmacists, QDDPs (Qualified Developmental Disability Professional), art and music therapists and social workers.
- C.3.18 Staff** means the employees, contractors, or subcontractors of direct service agencies.

- C.3.19 Supported Employment** is paid competitive employment in an integrated setting with ongoing support for persons with significant disabilities for whom competitive employment has not traditionally occurred, and who, because of the nature and severity of their disability, need on-going support services in order to obtain, perform, and retain their job. Supported Employment provides assistance such as job coaching and job placement, assistance in interacting with employers, on-site assistive technology training, specialized job training, and individually tailored supervision, with the goal of enabling people to receive ongoing job support from their coworkers and supervisors.
- C.3.20 Supported Living** means the provision of ADL, habilitation, supervision and health care coordination services in settings of three (3) persons or less.
- C.3.21 Task Order** means an order for services placed against an established human care agreement.
- C.3.22 Training** means a systematic and organized presentation of information that promotes on-the-job application of targeted competencies (*i.e.*, applicable awareness, knowledge, and skills). Training is not limited to a classroom environment. It can also consist of self-study training manuals, computer-based training programs, ‘hands-on’ application and on-the-job shadowing and monitoring, etc. To be effective, training needs to be applied to the job with the support of the agency.
- C.3.23 Vocational Training** means specialized job training in those vocational areas most suited to the person as determined by evaluation and individual preferences. Actual skill relating to a specific job may be taught in the program facility or on the job.
- C.3.24 Voucher** means a written authorization, to a service Provider who has been awarded a human care agreement, to provide the services authorized in the agreement and described in the voucher directly to an individual identified in writing.
- C.3.25 Intellectual Disability (ID)** means a substantial limitation in capacity that manifests before 18 years of age and is characterized by significantly subaverage intellectual functioning, existing concurrently with two or more significant limitations in adaptive functioning as set forth in D.C. Official Code § 7-1301.03(15A).

C.4 General Requirements

- C.4.1** The Provider shall provide residential habilitation, supported living, host home, day habilitation, employment readiness, and supported employment services or other approved services when prior authorized for persons with intellectual and developmental disabilities as specified throughout this document and in accordance with Chapters 9 and 19 of Title 29 DCMR, Home and Community-Based Waiver Services.
- C.4.2** The Provider shall provide habilitation services in accordance with the established ISP as identified in Section C.4.3.

C.4.3 The Provider shall develop and implement an Individual Program Plan (IPP), based upon Person-Centered Thinking and Discovery tools, which reflects what is important to and for the person, is compatible with the goals and objectives outlined in the ISP or as specified herein in Sections C.4.3.1, C.4.3.2 and C.4.3.3. DDS will participate in the development of an ISP for each person. The ISP process will include the following components:

C.4.3.1 Coordination of comprehensive evaluations may include but shall not be limited to:

- a. educational or vocational, including development of a Positive Personal Profile and Job Search/ Community Participation Plan;
- b. psychological;
- c. social and recreational;
- d. speech and language;
- e. medical, psychiatric and dental;
- f. nutrition; and
- g. physical or occupational therapy.

C.4.3.2 A meeting or conference whose participants shall include the person, the person's advocate or attorney, the person's family if appropriate, guardian, friends and program staff of the Provider representing both the residential and day program components. Also participating in this conference are the assigned DDS Service Coordinator (or designee) and other appropriate DDS and IDD HCBS waiver professionals of the support team.

C.4.3.3 The integration of personal preference, choice, and desired outcomes of services, supports and related activities.

C.4.4 The Provider shall participate in ISP meetings and other meetings requested by DDS to discuss status and/or progress toward desired outcomes.

C.4.5 The Provider shall record at least quarterly, status of the goals and objectives outlined in the ISP.

C.4.6 The Provider shall provide qualified professional or paraprofessional staff as appropriate to deliver facilitative support and services to each person.

C.4.7 The Provider shall adhere to all mandatory policies and procedures established by DDS, including but not limited to the following, which are posted to the DDS website at <http://dds.dc.gov/node/725452>.

- a. Health and Wellness Standards
- b. Most Integrated Community-Based Setting
- c. Individual Support Plans
- d. Provider Certification Review (PCR)

- e. Provider Performance Review
- f. 2010 Evans Compliance Plan
- g. Imposition of Sanctions
- h. Enhanced Monitoring
- j. Personal Funds
- k. Human Rights/Restrictive Control Review Committee
- l. Behavior Support
- m. Incident Management and Enforcement
- n. Fire and Natural Disaster
- o. Direct Support Professional Training
- p. Language Access
- q. Utilization of Local Funds to Purchase, Repair, Rent or Lease Adaptive Equipment
- r. MCIS Utilization
- s. Transition, and,
- t. Continuity of Operations Planning.

C.4.8 The Provider shall provide access to its facilities to bona fide protection and advocacy agencies, governmental agencies, the Quality Trust for Individuals with Disabilities, and to *Evans* Court-appointed officers on short notice for the purpose of review, monitoring and evaluation.

C.4.9 The Provider shall not discharge a person from its program without holding a team meeting that includes the person and support team members, and providing written notification to all parties following the team meeting of any decision regarding termination or discharge from a program. The Provider shall allow DDS at least 90 days to arrange an alternate placement and for an appropriate transition between Providers and the person to occur. **The Provider shall not discharge or terminate a person without an identified alternate placement** to include continued provision of services post hospitalization or acute psychiatric episode, unless specifically authorized in writing by DDA.

C.4.10 Specific Supported Living and Residential Habilitation Services Requirements

- C.4.10.1.** The Provider shall provide people with a safe home with supervision and support based on the person's ISP.
- C.4.10.2.** The Provider shall provide daily experiences that support the person to develop to his/her potential, inclusive of access/integration of people into community life.
- C.4.10.3.** The Provider shall provide necessary supportive habilitation programs.
- C.4.10.4.** The Provider shall establish, operate, administer, maintain, and manage residential settings, including required staffing, personnel (and an emergency plan), building supplies, equipment and programming for implementation of care and habilitation services.
- C.4.10.5.** The Provider shall maintain twenty-four (24) hour coverage, when and if applicable, on but not limited to weekends, holidays, during periods of people's illness or during periods of people's absence or suspension from day programs.
- C.4.10.6.** The Provider shall coordinate services with people's day or Vocational Service Providers to achieve sufficient support and consistency in service provision across service settings.
- C.4.10.7.** The Provider shall provide transportation for all people in a residential habilitation living setting and in a supported living with transportation setting, and coordinate transportation services whenever they are required for the person to attend day programs, medical appointments, recreation activities, court hearings, support team meetings and other activities related to the implementation of the ISP for people in a supported living or host home living arrangement.
- C.4.10.8.** The Provider shall provide people with three (3) nutritious meals per day in accordance with USDA standards. The people's special dietary needs and preferences shall be reflected in meal planning and preparation.
- C.4.10.9.** The Provider shall provide each person with adequate and appropriate quantities of seasonal clothing and footwear, based on the person's preferences, which shall be in serviceable condition and of proper size and fit.
- C.4.10.10.** The Provider shall maintain an inventory of people's properties that have a purchase value over one hundred dollars (\$100).
- C.4.10.11.** The Provider shall maintain inspection of fire extinguishers and validation tags by the appropriate authority per the applicable licensing/certification authority.
- C.4.10.12.** The Provider shall maintain smoke detectors and carbon monoxide detectors in operable condition in residences and areas where people DDA supports are being supported at all times.

- C.4.10.13.** The Provider shall coordinate the development and implementation of behavior support plans per the ISP based on the assessed needs of the people and in accordance with related DDS policies and procedures. The plans shall include interaction with the people's family and Day Program Provider. The person's behavior support plan shall be submitted to the designated DDS representative for review and approval per DDS policy and procedure and the approved IDD HCBS waiver program regulation.
- C.4.10.14.** The Provider shall provide and document completed training related to the care and program needs of the individuals per DDS policy and procedure, Chapter 35 regulations and IDD HCBS waiver program regulations. Provider training shall be completed on a continuous basis.
- C.4.10.15.** The Provider shall ensure that all medical concerns are addressed and all doctors' recommendations adhered to as per DDA Health and Wellness standards.
- C.4.10.16.** The Provider shall establish and maintain people's financial, medical and programmatic records in the home and at the Provider's administrative office at all times. These records shall be made available to DDS and its agents, other governmental agencies, the Quality Trust for Individuals with Disabilities, and to *Evans* Court-appointed officers on short notice for the purpose of review, monitoring and evaluation.
- C.4.10.17.** The Provider shall provide a range of socialization and religious experiences to enhance peer and intra-personal relationship building and maintenance in accordance with the person's respective ISP.
- C.4.10.18.** The Provider shall maintain documentation of the person's income including all allowance payments, social security benefits, earned income and any other form of income. The Provider shall provide oversight for the person's individual interest bearing bank account in accordance with the person's Individual Financial Plan (IFP). The Provider shall provide oversight to ensure the person's benefits are not interrupted. The Provider shall adhere to DDS policy and procedures regarding the management and oversight of personal funds and possessions.
- C.4.10.19.** The Provider shall provide appropriate supervision to assist people in the areas of daily living skills, meal preparation, dressing in appropriate clothing, planning events of the evening, and in general, supporting people to achieve the goals in their ISPs.
- C.4.10.20.** The Provider shall attach a work plan that describes the operation of the facility including staffing and consultants to the Contractor Qualification Record (CQR). The work plan must not exceed five pages.
- C.4.10.21.** The Provider shall maintain documentation of all services and supports, including assessments, teaching and training activities rendered, the person's progress in meeting established goals, and any recommendations for changes in the goals or plan of care.

- C.4.10.22.** The Provider shall be willing to consider the possibility of new developments to expand service delivery within its capability as determined by the person's needs, including services for medically fragile persons, persons with autism spectrum disorder and/or dual diagnosis.
- C.4.10.23.** The Provider shall be engaged in ensuring continuity of services for the person, such as attending discharge-planning meetings, participating in the review and plans for the person's pending discharge, and serving as a resource in planning the person's continuing support.
- C.4.10.24.** The Provider shall establish and maintain a valid license issued by the Health Regulation and Licensing Administration division of the Department of Health or equivalent agency in other jurisdictions for each Group Home providing Residential Habilitation Services.
- C.4.10.25.** The Provider shall establish and maintain at all times certification in good standing issued by the DDS Provider Certification Review Team.

C.4.11 **Staff Requirements**

- C.4.11.1** The Provider shall provide sufficient staff qualified to perform the services required in this Section C and the applicable Medicaid provider agreement.
- C.4.11.2** The Provider shall obtain criminal background checks for those individuals identified as key personnel, including all principals, officers and individuals in positions designated to serve administrative functions, prior to their commencement of work under this Human Care Agreement. In this instance, administrative functions specifically refer to those individuals that will interface with DDS and conduct business regarding the provider's organization in the name of the organization.
- C.4.11.3** The Provider shall maintain documentation that each staff person possesses adequate training, qualifications and competence to perform the duties to which they are assigned.
- C.4.11.4** The Provider shall provide to the Contracting Officer's Technical Representative (COTR) documentation that all direct and indirect staff, including consultants, be free of communicable diseases and meet the criminal background check requirements of the jurisdiction where the home is located.
- C.4.11.5** The Provider shall maintain complete written job descriptions covering all positions within the Provider's program, which shall be included in the Provider's application. Job descriptions shall include education, experience and/or licensing certification criteria, description of duties and responsibilities, hours of work, salary range and performance evaluation criteria. When hiring staff, the Provider shall obtain and document written work experience and personal references, which shall be available for review upon request by DDS or other investigative or enforcement agencies.

- C.4.11.6** The Provider shall maintain an individual personnel file for each staff person, which contains an application for employment, professional and personal references, applicable credentials/certification, records of local jurisdiction required medical examinations, personnel actions including time records, documentation of all training received, notation of any allegations of professional or other misconduct and Provider's action in response to the allegations and the date and reason if an employee is terminated from employment. All personnel materials shall be made available to the Contracting Officer's Technical Representative designated in the Human Care Agreement Notice of Award Letter or task orders upon request.
- C.4.11.7** The Provider shall provide orientation sessions for all staff members with respect to administrative procedures, program goals, policies, and practices to be adhered to under this human care agreement as stipulated in the DDA Direct Support Training policy.
- C.4.11.8** The Provider shall maintain a current organizational chart, which displays organizational relationships and demonstrates who has responsibility for administrative oversight and clinical supervision over each human care agreement activity.
- C.4.12 DDS/DDA Web Based Case Management System (MCIS) Requirements**
- C.4.12.1** The Provider shall use and comply with all MCIS Utilization policies and procedures.
- C.4.12.2** Only authorized provider staff may utilize the DDS/DDA web based Case Management System (MCIS) to access the individual's pertinent case related information.
- C.4.12.3** The Provider shall request access credentials for MCIS via a completed access request form, for each individual member of the provider staff required to utilize the MCIS system. DDS/DDA will provide the access request form, upon request, which must be fully completed and returned on company letterhead. DDS provision of access to a provider staff member is limited to that staff member and may not be shared, distributed or reassigned.
- C.4.12.4 Deactivating Access to MCIS**
- C.4.12.4.1** The Provider is responsible for notifying DDS/DDA as soon as possible, no later than 24 hours of the separation of a staff member authorized to access MCIS. The Provider shall notify DDS of the need to deactivate MCIS access immediately upon determining the need to take a negative personnel action against a provider employee who has MCIS access.
- C.4.12.4.2** The Provider is responsible for notifying DDS/DDA immediately in the event that any situation may have or has the potential to compromise the security of the DDS/DDA case management system, including, but not limited to , loss or theft of equipment that may contain consumer information or MCIS access information, separation of provider staff that had MCIS access, unauthorized access to provider facilities that potentially contained MCIS access information or client information by any individual.

C.4.12.4.3 DDS reserves the right to deactivate MCIS access for any individual or provider if DDS determines or suspects that the individual or provider may be responsible for any compromised security of DDS records.

C.4.13 Residential Site Requirements

C.4.13.1 The Provider's settings shall be the appropriate size and type to accommodate the number and support needs of people to be supported and shall comply with all applicable laws, ordinances and codes mandated by the Provider's jurisdiction.

The Provider's settings must support people's full access to the greater community.

C.4.13.2 The District reserves the right to inspect all proposed residences prior to issuance of task orders for placement of the people DDA supports. The District will conduct periodic, scheduled and unscheduled site visits for purposes of directly observing the provision of services and discussing contract performance relative to the terms and conditions of the human care agreement.

C.4.13.3 All residences shall include adequate space, as well as furnishings that are well maintained. The residential settings used during the performance of this human care agreement shall meet all applicable federal, state and local regulations for their intended use throughout the term of the human care agreement and shall maintain current required permits and licenses for all facilities.

C.4.13.4 All residences must offer the person privacy in his or her room (subject to the person having a roommate). The entrance to person's room must be lockable by the person, with only the person, his or her roommate, if applicable, and appropriate staff having a key. Any exception shall be based on the person's assessed need and justified in his or her person centered plan.

C.4.13.5 People receiving supports must have the freedom to furnish and decorate their room, subject to the lease or other residency agreement.

C.4.13.6 People receiving supports shall have the right to visitors of his or her choosing at any time, in their residence. Any exception shall be based on the person's assessed need and justified in his or her person centered plan.

C.4.13.7 The Provider shall ensure the person's privacy, including keeping all health information private; not posting mealtime protocols or clinical therapy schedules, etc.

C.4.13.8 DDS will not routinely approve leases that exceed ten (10%) percent above the published U.S. Housing and Urban Development (HUD) fair market rents as approved by the District of Columbia Housing Authority (DCHA) for locations within the District of Columbia or the HUD rates outside the District of Columbia. Providers shall not renew any leases exceeding the DCHA Payment Standards without approval of DDA Provider Resource Management and the Contracting Officer.

- C.4.13.9** The Provider shall ensure that a suitable emergency site facility, such as a hotel, is available for contract performance should the primary facility become unavailable for human care agreement service performance.
- C.4.13.10** The Provider shall develop and maintain a Continuity of Operations Plan (COOP) as part of a Comprehensive Emergency Management Program using a comprehensive planning process based on federal guidance and best practices in emergency management and continuity planning in accordance with DDS COOP policy published on the DDS Internet website. The Provider must submit a draft COOP with HCA application.
- C.4.13.11** All homes offered for providing services to people with accessibility needs shall be accessible to persons with mobility limitations, consistent with the Rehabilitation Act of 1973 as amended P.L. 93-112 (Section 504) incorporated herein by reference. The homes must be physically accessible for the person and meet his or her support needs. Any obstructions that limit a person's mobility in the home must have environmental adaptations to ameliorate the obstruction.
- C.4.13.12** Supplies and services routinely needed for maintenance and operation of the residences, such as, but not limited to, security, janitorial services, trash pick-up, laundry or linens shall be provided by the Provider at no additional cost to the District.

C.4.14 Furnishings

All furnishings and equipment purchased for the person by the Provider are considered property of the person and property of the District if abandoned by the person when he or she vacates the premises, either voluntarily or involuntarily. All furniture purchased for the person must reflect his or her preferences.

Disposition of furnishings shall be coordinated with the DDS Office of Support Services and the Surplus Property Division of the Office of Contracting and Procurement.

C.5 Compliance with Service Rates

- C.5.1.** All human care services shall be provided, and the District shall only pay, in accordance with the service rates shown in Part 1, Section B, Human Care Services and Service Rates. Invoices shall be submitted no later than 30 days after the end of each month. If any overpayment occurs, the Provider shall promptly repay the District the full amount of the overpayment.
- C.5.2.** If the Provider's rates are regulated by its State jurisdiction, the Provider shall submit documentation of rates in accordance with Section B.2.
- C.5.3.** If the Provider's rates are not regulated by its State jurisdiction, the Provider shall submit a detailed budget with supporting documentation to justify its price(s). The Provider's unregulated rates will be subject to negotiation.

C.5.4. Providers shall submit annual audited financial statements dated within the most recent 12 months prior to award of a Human Care Agreement and prior to the exercise of each option. The financial statements shall be prepared by an independent third party certified professional auditor that is experienced in audit of large public and commercial organizations.

C.6 Method of Delivery of Services.

C.6.1 The District will provide to the Provider available social history information, available reports on psychological evaluations, available medical history, available family and school information, Person-Centered Planning tools, and other pertinent data, as appropriate, and as mutually agreed upon by the District and the Provider, to facilitate provision of services.

C.6.2 The Provider shall provide no human care service unless and until the District makes an official referral to the Provider, and a purchase order/task order is issued to the Provider.

C.7 Service Plan

C.7.1 The Provider shall develop a written service plan and subsequent program implementation plans that describe how the tasks specified in Section C will be accomplished, within 30 days of the ISP meeting with the Contractor and the DDS Service Coordinator.

C.7.2 The Provider shall report all unusual incidents electronically in the DDS Management and Information System (MCIS) as specified in the DDS Incident Management and Enforcement policy and procedures, which are incorporated herein.

C.8 Eligibility

C.8.1 Eligibility to provide services under this Agreement shall be determined and re-determined by the District, as applicable, in accordance with prescribed procedures. The Provider shall be subject to a written determination that it is qualified to provide the services and shall continue the same level of qualification, subject to a review by the District, according to the criteria delineated in Title 27 DCMR Subsection 1905.6, and Section 1900, subsection 1904.1 of Chapter 19 of Title 29 DCMR.

C.8.2 The Provider must submit evidence of and maintain status as a Provider in good standing with generally accepted quality measures through the submission of at least one of the following: CARF (The Commission on Accreditation of Rehabilitation Facilities) Accreditation, CQL (The Council on Quality and Leadership), Accreditation; or Statement of Good Standing from the Provider's state jurisdiction indicating that the Provider has met all licensing and/or certification standards required by that jurisdiction and is not in a probationary status for any reason. Certification standards shall include following all DDS policies and procedures, including **Provider Certification Review**, which requires preliminary review within two (2) months of providing services, initial annual review within six months and annual review thereafter, to ensure that services are provided in accordance with the Medicaid waiver rules.

C.8.3 The Provider shall not be included on the U.S. Department of Health & Human Services Office of the Inspector General's List of Excluded Individuals/Entities (LEIE), nor shall the Provider be excluded from receiving District of Columbia or Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404.

C.9 Compliance with Laws and Regulations

As a condition of the District's obligation to perform under this Human Care Agreement, the Provider shall comply with all applicable District, federal and other state and local governmental laws, regulations, standards or ordinances and, where applicable, any other applicable licensing and permit laws, regulations, standards, or ordinances as necessary for the lawful provision of the services required of the Provider under the terms of this Human Care Agreement. The Provider shall inform DDS immediately of inability to maintain acceptable compliance with applicable laws.

SECTION D: PACKAGING AND MARKING

The packaging and marking requirements for this contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.2)

SECTION E: INSPECTION AND ACCEPTANCE

The inspection and acceptance requirements for this contract shall be governed by clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.2)

*******NOTHING FOLLOWS ON THIS PAGE*******

SECTION F

HUMAN CARE SERVICE ADMINISTRATION AND PERFORMANCE

F.1 Term of Agreement

F.1.1 The term of this Human Care Agreement shall be for a period of up to one base year from the date of award, subject to the availability of funds for any period beyond the end of the District's fiscal year, which begins on October 1, in which this Agreement is awarded.

F.1.2 The District may terminate this Human Care Agreement in accordance with sections 8 and 27 of the Government of the District of Columbia Standard Contract Provisions for Use with District of Columbia Government Supply and Services, dated March 2007, hereafter referred to as "Standard Contract Provisions", or exercise sanctions in accordance with DDS policy, if the Provider fails to perform its obligations under this Human Care Agreement in accordance with this Human Care Agreement and in a timely manner, or otherwise violates any provision of this Human Care Agreement. Section 16 of the Standard Contract Provisions provides for Termination for the Convenience of the District.

F.2 Agreement Not a Commitment of Funds or Commitment to Purchase

This Human Care Agreement is not a commitment by the District to purchase any quantity of a particular good or service covered under this Human Care Agreement from the Provider. The District shall be obligated only to the extent that authorized purchases are actually made by funded purchase orders or task orders pursuant to this Human Care Agreement.

F.3 Option to Extend Term of the Agreement

F.3.1 The District Government may extend the term of this Human Care Agreement for a period of four (4) one (1) year option periods, or multiple successive fractions thereof, by written notice to the Provider prior to the expiration of the Human Care Agreement; provided that the District gives the Provider written notice of its intent to extend at least thirty (30) days before the Human Care Agreement expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Provider may waive the thirty (30) day notice requirement by providing a written notice to the Contracting Officer.

F.3.3 The extended Human Care Agreement shall be considered to include this option provision if the District exercises an option.

F.3.4 The total duration of this Human Care Agreement including the exercise of any options under this clause, shall not exceed five (5) years.

F.4 Option to Extend Services

Notwithstanding Section F.3.4 above, the District may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise the option by written notice to the Contractor at least thirty (30) days before the Human Care Agreement expires.

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SECTION G

CONTRACT ADMINISTRATION

G.1 CONTRACTING OFFICER/HUMAN CARE AGREEMENT ADMINISTRATION

G.1.1 Contracting Officers (CO) are the only District officials authorized to bind contractually the District through signing a human care agreement or contract, and all other documents relating to the human care agreement. All correspondence to the Contracting Officer shall be forwarded to:

Ms. Callie Byrd- Williams
Department on Disability Services
Office of Contracts and Procurement
Chief Procurement Officer
1125 – 15th Street NW, 4th Floor
Washington, DC 20005-2720
Telephone Number: (202) 730-1716
Facsimile Number: (202) 730-1514
E-Mail: callie.byrdwilliams@dc.gov

G.1.2 Contract Specialist.

For information concerning post-award task orders and other related matters, you may also contact the Contract Specialist named below:

Nicole Starwood
Department on Disability Services
Office of Contracts and Procurement
1125 – 15th Street NW, 4th Floor
Washington, DC 20005-2720
Telephone Number: (202) 730-1862
Facsimile Number: (202) 730-1490
Nicole.Starwood@dc.gov

G.2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

G.2.1 The Contracting Officer's Technical Representative (COTR) is the representative responsible for the general administration of this human care agreement and advising the Contracting Officer as to the compliance or noncompliance of the Provider with the terms of this Human Care Agreement.

G.2.2 In addition, the COTR is responsible for the day-to-day monitoring and supervision of this Agreement, including approval of invoices. The COTR is not authorized or empowered to make amendments, changes, or revisions to this agreement. The COTR will be assigned after award.

G.3 ORDERING AND PAYMENT

- G.3.1** The Provider **shall not** provide services or treatment under this Agreement unless the Provider is in actual receipt of a purchase order or task order for the period of the service or treatment that is signed by a Contracting Officer.
- G.3.2** All purchase orders or task orders issued in accordance with this Agreement shall be subject to the terms and conditions of this Agreement. In the event of a conflict between a purchase order or a task order and this Agreement, the Agreement shall take precedence.
- G.3.3** If mailed, a purchase order or task order shall be considered “issued” by the District when deposited in the mail. Orders may be transmitted electronically.
- G.3.4** The Provider shall forward or submit all monthly invoices for services or treatment to the agency, office, or program requesting the specified human care service or treatment, and as specified in the purchase order/task order, the **Provider/Contractor shall submit original invoices, no later than the 5th business day of the month after services are delivered, to:**

**Office of the Chief Financial Officer
Department on Disability Services
Attn: Accounts Payable
64 New York Ave. NE. 6th FL
Washington, DC 20002-3359**

- G.3.5** To ensure proper and prompt payment, each invoice for payment shall provide the following minimum information:
- a. Provider name and address; name of people being supported; location of people;
 - b. Invoice date, number and the total amount due;
 - c. Period or date of service;
 - d. Description of service;
 - e. Quantity of services provided or performed to include service, and the frequency and duration of each service;
 - f. Contract Line Item Number (CLIN), as applicable to each purchase order or task order;
 - g. Purchase Order or Task Order Number;
 - h. Human Care Agreement Number;
 - i. Federal tax identification number;
 - j. Any other supporting documentation or information, as required; and
 - k. Name, title, telephone no., and signature of the preparer.
- G.3.6** Payment shall be made only after performance by the Provider under the Agreement as a result of a valid purchase order or task order of the agreement, or the purchase order/task order, in accordance with all provisions thereof.

G.3.7 First Source Agreement Request for Final Payment

- G.3.7.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in Section H.5.
- G.3.7.2** No final payment shall be made to the Providers until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Provider's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirement.

G.4. Assignment of Contract Payments

- G.4.1** In accordance with 27 DCMR 3250, the Providers may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.
- G.4.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party
- G.4.3** Notwithstanding an assignment of contract payments, the Providers, not the Assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

“Pursuant to the instrument of assignment dated _____,
make payment of this invoice to _____.”
(name and address of assignee)

G.5 The Quick Payment Clause

G.5.1 Interest Penalties to Providers

G.5.1.1 The District will pay interest penalties on amounts due to the Providers under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of service is made on or before the 15th day after the required payment date for the service.

G.5.1.2 Any amount of an interest penalty that remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount

G.5.2 Payments to Subcontractors

G.5.2.1 The Providers must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Provider's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.5.2.2 The Providers must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery service is made on or before the 15th day after the required payment date for any service.

G.5.2.3 Any amount of an interest penalty that remains unpaid by the Providers at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.5.2.4 A dispute between the Providers and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.5.3 Subcontract requirements

G.5.3.1 The Providers shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

*****NOTHING FOLLOWS ON THIS PAGE*****

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 Hiring of District Residents as Apprentices and Trainees

H.1.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

H.1.1.1 At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.1.2 The Contractor shall negotiate an Employment Agreement with the Department of Employment Services ("DOES") for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.2 Department of Labor Wage Determinations

In accordance with 29 CFR § 4.134(b), the Department of Labor Service Contract Act does not apply to this Human Care Agreement because the principal purpose is to provide room and board and not services.

H.3 Publicity

The Contractor shall at all times obtain the prior written approval from the CO before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.4 Freedom of Information Act

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive

records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the reliability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.5 51% District Residents New Hires Requirements and First Source Employment Agreement

H.5.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.* (“First Source Act”).

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.4) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall submit to DOES, no later than the 10th of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social security number;
 - (c) Job title;
 - (d) Hire date;
 - (e) Residence; and
 - (f) Referral source for all new hires.

H.5.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.5.5 With the submission of the Contractor’s final request for payment from the District, the Contractor shall:

- (1) Document in a report to the CO its compliance with section H.5.4 of this clause; or

- (2) Submit a request to the CO for a waiver of compliance with section H.5.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to section H.5.6.

H.5.6 The CO may waive the provisions of section H.5.4 if the CO finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.5.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the CO shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the CA.

H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this contract any decision of the CO pursuant to this section H.5.8.

H.5.9 The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

H.6 **Section 504 of the Rehabilitation Act of 1973, as amended**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq.*

H.7 Americans with Disabilities Act of 1990 (ADA)

During the performance of this contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified person with a disability. See 42 U.S.C. §12101 *et seq.*

H.8 Way to Work Amendment Act of 2006

H.8.1 Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

H.8.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

H.8.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

H.8.4 The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

H.8.5 The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

H.8.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

H.8.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

H.8.8 The requirements of the Living Wage Act of 2006 do not apply to:

(1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;

(2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;

- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid Provider Agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for persons with intellectual disabilities as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Department of Health Care Finance to provide health services.

H.8.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.9 DDS HIPAA BUSINESS ASSOCIATE COMPLIANCE (August 2013)

The Health Insurance Portability and Accountability Act (HIPAA), was amended January 17, 2013 by the U.S. Department of Health and Human Services (HHS) in the Final Omnibus Rule, to increase HIPAA privacy and security protections by implementing provisions of the Health Information Technology for Economic and Clinical Health Act (HITECH Act) and Genetic Information Nondiscrimination Act of 2008 (GINA).

The DDS HIPAA BUSINESS ASSOCIATE COMPLIANCE (August 2013) clause hereby incorporated as Attachment J.8.

H.10 Subcontracting Requirements

H.10.1 Mandatory Subcontracting Requirements

H.10.1.1 For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

H.10.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.10.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

H.10.1.3 A prime contractor that is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

H.10.2 Subcontracting Plan

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.10.1. The prime contractor responding to this solicitation that is required to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror is required to subcontract, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the Contracting Officer, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

H.10.2.1 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

H.10.2.2 A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

H.10.2.3 The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;

H.10.2.4 The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;

H.10.2.5 A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;

- H.10.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H.10.2.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- H.10.2.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
- H.10.2.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

H.10.3 Subcontracting Plan Compliance Reporting

If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21st of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:

- H.10.3.1** The dollar amount of the contract or procurement;
- H.10.3.2** A brief description of the goods procured or the services contracted for;
- H.10.3.3** The name of the business enterprise from which the goods were acquired or services contracted;
- H.10.3.4** Whether the subcontractors to the contract are currently certified business enterprises;
- H.10.3.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.10.3.6** A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and
- H.10.3.7** A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

H.10.4 Subcontractor Standards

A prime contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.

H.10.5 Enforcement and Penalties for Breach of Subcontracting Plan

H.10.5.1 If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

H.10.5.2 There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

H.10.5.3 A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

H.11 Provider Responsibilities

H.11.1 The Provider bears responsibility for ensuring that the Provider/Contractor fulfills all its Agreement requirements under any task order or purchase order that is issued to the Provider pursuant to this Agreement.

H.11.2 The Provider shall notify the District immediately whenever the Provider does not have adequate staff, financial resources, or facilities to comply with the provision of services under this Human Care Agreement.

SECTION I:
CONTRACT CLAUSES

I.1 Applicability of Standard Contract Provisions

The Government of the District of Columbia Standard Contract Provisions for Use with District of Columbia Government Supply and Services, dated March 2007, hereafter referred to as the “Standard Contract Provisions” incorporated by reference into this Contract, and shall govern the relationship of the parties as contained in this Contract. By signing this Contract, the Contractor agrees and acknowledges its obligation to be bound by the Standard Contract Provisions, and its requirements as revised below. (The full text of the Standard Contract Provisions is set forth at www.ocp.dc.gov, under Vendor Support Center, « Solicitation Attachments»),

I.1.1 Disputes: (Delete Article 14, Disputes, of the General Provisions of the Standard Contract Provisions for use with Specifications for District of Columbia Government Supplies and Services Contracts, Revised March 2007 and substitute the following Article F.1.1, Disputes) (Interim PPRA Version, July 2011)

I.1.1.1 All disputes arising under or relating to this contract shall be resolved as provided herein.

I.1.1.2 Claims by a Contractor against the District:

Claim, as used in paragraph I.1.1.2 of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

I.1.1.2.1 All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor’s claim shall contain at least the following:

- a. A description of the claim and the amount in dispute;
- b. Data or other information in support of the claim;
- c. A brief description of the Contractor’s efforts to resolve the dispute prior to filing the claim; and
- d. The Contractor’s request for relief or other action by the CO.
- e. The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.
- f. The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and

complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

I.1.1.2.2 The CO's written decision shall do the following:

- a. Provide a description of the claim or dispute;
- b. Refer to the pertinent contract terms;
- c. State the factual areas of agreement and disagreement.
- d. State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
- e. If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
- f. Indicate that the written document is the CO's final decision; and
- g. Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

I.1.1.2.3 Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.

I.1.1.2.3.1 If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim.

I.1.1.2.3.2 Liability under Paragraph I.1.1.2.3.1 shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud

I.1.1.2.4 Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO

I.1.1.3 Claims by the District against a Contractor:

I.1.1.3.1 Claim as used in paragraph I.1.1.3 of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

I.1.1.3.2 The CO shall decide all claims by the District against a contractor arising under or relating to a contract.

I.1.1.3.2.1 The CO shall send written notice of the claim to the Contractor. The CO's written decision shall do the following:

- a. Provide a description of the claim or dispute;
- b. Refer to the pertinent contract terms;

- c. State the factual areas of agreement and disagreement;
- d. State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
- e. If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
- f. Indicate that the written document is the CO's final decision; and
- g. Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

I.1.1.3.3 The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.

I.1.1.3.4 Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement

I.1.1.3.5 The authority contained in this clause I.1.1.3 shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.

I.1.1.3.6 This clause shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.

I.1.1.4 Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.

I.1.1.5 Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

I.2 Laws and Regulations Incorporated By Reference

By signing this Human Care Agreement, the Provider agrees and acknowledges its obligation to be bound by the provisions of the following laws, act and orders, together with the provisions of the applicable regulations made pursuant to the laws:

I.2.1 D.C. Law 2-137, "the Citizens with Intellectual Disabilities Constitutional Rights and Dignity Act of 1978," D.C. Official Code § 7-1301.02 *et seq.*

I.2.2 In the *Evans* class action, Civil Action No. 76-0293, the parties negotiated and entered into consent orders in 1978, 1981, and 1983; there was a court-ordered plan in 1996; the parties negotiated and filed with the Court the "2001 Plan for Compliance and Conclusion of *Evans v. Williams*" ("2001 Plan"); and the parties entered into court-ordered 90-day plans in both 2005 and 2007. The *Evans* parties agreed to the "2010 Revision of the 2001 Plan for Compliance and Conclusion of *Evans v. Williams*," entered as an order by U.S. District Judge Ellen S. Huvelle on August 10, 2010, which requirements shall be applicable to all supports and services provided to *Evans* class members under this Human Care Agreement. The 2010

Revision synthesizes the various court orders into nine sets of outcome criteria for determining compliance aligned with the remaining five goals and underlying court orders.

- I.2.3** D.C. Law 17-249, the “Health-Care Decisions for Persons with Developmental Disabilities Amendment Act of 2008,” 55 D.C. Reg. 9206 (August 29, 2008).
- I.2.4** The Health-Care Facility Unlicensed Personnel Criminal Background Check Act of 1998, effective April 20, 1999 (D.C. Law 12-238), as amended by the Health-Care Facility Unlicensed Personnel Criminal Background Check Amendment Act of 2002, effective April 13, 2002 (D.C. Law 14-98; D.C. Official Code § 44-551 *et seq.*,
- I.2.5** The applicable portions of Chapter 9 and 19 of Title 29 DCMR, Home and Community-Based Services Waiver for Persons with Intellectual and Developmental Disabilities, and of Chapter 35 of Title 22 DCMR, Group Homes for Persons with Intellectual Disabilities.

I.3 Confidentiality

All services or treatment provided by the Provider through referrals by the District to the Provider shall be provided in a confidential manner and the Provider shall not release any information relating to a recipient of the services or otherwise as to the provision of those services or treatment to any individual other than an official of the District connected with the provision of services under this Agreement, except upon the written consent of the individual referral, or in the case of a minor, the custodial parent or legal guardian of the individual referral. The Provider shall ensure that the protection of the person’s record from loss, alteration, unauthorized use and damage. Records shall be maintained in a locked file or locked room.

I.4 Access to Records

- I.4.1.** The Provider shall retain copies of all case records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the human care agreement for a period of six (6) years after termination of the human care agreement , or if an audit has been initiated and audit findings have not been resolved at the end of five six (6), the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.
- I.4.2.** The Provider shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.
- I.4.3.** Persons duly authorized by the Contracting Officer shall have full access to and the right to examine any of the Provider’s human care agreement and related records and documents, in which kept, at all reasonable times for as long as records are retained.

I.5 Tax Compliance Certification

In signing and submitting this Agreement, the Provider certifies, attests, agrees, and acknowledges that the Provider is in compliance with all applicable tax requirements of the District of Columbia and shall maintain that compliance for the duration of this Agreement.

I.6 Other Contractors

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

I.7 Consent to Subcontracts

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 Insurance (March 2010)

A. GENERAL REQUIREMENTS. The Contractor shall acquire and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

- 1. Commercial General Liability Insurance.** The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall

include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

2. **Automobile Liability Insurance.** The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
 3. **Workers' Compensation Insurance.** The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
 4. **Employer's Liability Insurance.** The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
 5. **Umbrella or Excess Liability Insurance.** The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000 per occurrence, including the District of Columbia as additional insured.
 6. **Professional Liability Insurance (Errors & Omissions).** The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$2,000,000 annual aggregate.
 7. **Crime Insurance (3rd Party Indemnity).** The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees that result in a loss to the District. The policy shall provide a limit of \$50,000 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.
 8. **Sexual/Physical Abuse & Molestation.** The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.
- B. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

- C. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. **NOTIFICATION.** The Contractor shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.
- G. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Callie Byrd-Williams
Chief Contracting Officer
Department on Disability Services
1125 15th Street NW, 4th Floor
Washington, DC 20005-2720
202-730-1716/callie.byrdwilliams@dc.gov

- H. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party that presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

I.9 Equal Employment Opportunity

The Contractor shall comply with and maintain compliance with Equal Employment Opportunity provisions set forth in the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985. The forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any Offeror who has not satisfied the equal employment requirements.

I.10 Order of Precedence

Disputes regarding any inconsistency between this Agreement and other documents shall be resolved by giving precedence in the following order:

- (1) The Human Care Agreement
- (2) The Government of the District of Columbia Standard Contract Provisions for Use with District of Columbia Government Supply and Services dated March 2007.
- (3) Department on Disability Services Policies and Procedures
- (4) The Human Care Agreement Contractor Qualifications Record.
- (5) The Task Order or Purchase Order.

I.11 Contracts in Excess of One Million Dollars

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the CO.

I.12 Governing Law

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

*****NOTHING FOLLOWS ON THIS PAGE *****

SECTION J: LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following documents are incorporated into the Human Care Agreement:

- J.1. Human Care Agreement Contractor Qualifications Record, DDS Form 1900, (completed and executed).**
- J.2. Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007)**
- J.3. Equal Employment Opportunity Information Report and Mayor's Order 85-85**
- J.4. Department of Employment Services First Source Employment Agreement** (required for agreement expected to exceed \$300,000)
- J.5. Tax Certification Affidavit**
- J.6. Completed Bidder/Offeror Certification**
- J.7. The following DDS/DDA Provider and Training Policies and Procedures, published on the DDS website at <http://dds.dc.gov/page/policies-and-procedures-dda> and at <http://dds.dc.gov/node/735002> are incorporated by reference into this Human Care Agreement, and shall apply with full force and effect.**
 - a. Health and Wellness Policy and Standards
 - b. Most Integrated Settings;
 - c. Individual Support Plan;
 - d. Provider Certification Review (PCR);
 - e. Personal Funds
 - f. Human Rights; and Restrictive Controls Review Committee
 - g. Behavior Support;
 - h. Incident Management and Enforcement Unit
 - i. Fire and Natural Disaster;
 - j. Training for Direct Support Professionals
 - k. Adaptive Equipment; and
 - l. Continuity of Operations Planning
- J.8 DDS HIPAA BUSINESS ASSOCIATE COMPLIANCE (August 2013)**
- J.9 Detailed Occupancy by Location Rate Sheet**

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 Qualification of Providers and Award of Human Care Agreements

- L.1.1.** The District intends to pre-qualify Providers and award multiple Human Care Agreements (HCA) resulting from this request for qualifications based upon the Contracting Officer's determination that the award is in the best interest of the District, considering the service Provider's qualifications, its capability of providing the services, including financial and professional responsibility, and a judgment that the price is reasonable.
- L.1.2.** The determination that a provider is technically qualified and capable of providing the services will be based primarily upon DDS' evaluation of Provider Readiness and review approval by the DDA Provider Review Committee as it pertained to, eligibility for, and the Department of Health Care Finance as a Supported Living, Residential Habilitation, or Host Home Provider under the D.C. Medicaid IDD HCBS waiver program as set forth in DDS Provider Readiness Policy and Procedure.
- L.1.3.** An approved Provider by DDS and DHCF shall complete New Provider Orientation before providing, Supported Living, Residential Habilitation, and Host Home services. The Contracting Officer will place Providers on a **qualification list** deemed, eligible for up to three (3) years to be referred for selection by individuals supported by DDS.
- L.1.4.** The District will **only** enter into final negotiations to award a Human Care Agreement when (a) an person supported by DDS has selected that approved DDS and Medicaid Waiver Provider; (b) the proposed residential site has been certified as meeting the environmental requirements for the individual; and when all compliance documents in Section J have been updated and approved by the Contracting Officer.
- L.1.5.** The District may award a Human Care Agreement on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Provider's best terms from a standpoint of cost or price, technical and other factors.

L.2 Proposal Organization and Content

- L.2.1** One original and one (1) copy of the written application for the Human Care Agreement shall be submitted **only after submittal of the prospective Provider's Medicaid Waiver application for Residential Habilitation or Supported Living services to the DDA Provider Resource Management Unit**. Applications shall be typewritten in 12-point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted, in lieu of originals, however, Offerors are **required to submit electronic copies** of applications to facilitate agency responses to Freedom of Information Act requests.

Each proposal shall be submitted in a sealed envelope conspicuously marked:

"Proposal in Response to Solicitation No. **DCJM-2015-H-0006**
for Human Care Agreement for Residential Expenses."

Prospective Providers may submit applications along with the completed Human Care Agreement Contractor Qualifications Record (CQR), to DDS by **Friday, June 19, 2015 at 2:00 p.m.**

- L.2.2** Providers shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services delivery thereof. The information requested below shall facilitate evaluation and best value source selection for all applications. The data provided by the Provider must contain sufficient detail to provide a clear and concise representation of the Provider's capability to provide the requirements as set forth in Section C. In addition, except as provided in L.2.3 below, the application shall include, the following:
- a. Audited financial statements for the two most recently completed fiscal years, dated within the most recent 12 months prior to application. The financial statements shall be prepared by an independent third party certified professional auditor that is experienced in the audit of commercial financial statements.
 - b. Criminal background checks or professional licenses for those individuals identified as key personnel, including all principals, officers and individuals in positions designated to serve administrative functions. In this instance, administrative functions specifically refer to those individuals that will interface with DDS and conduct business regarding the Provider's organization in the name of the organization.
 - c. *Complete written job descriptions covering all positions within the Provider's program. Job descriptions shall include education, experience and/or licensing certification criteria, description of duties and responsibilities, hours of work, salary range and performance evaluation criteria.
 - d. *Documentation that each staff person possesses adequate training, qualifications and competence to perform their assigned duties.
 - e. *Resumes of work experience and personal references for key personnel.
 - f. Provider shall submit a draft Continuity of Operations Plan (COOP) as part of a Comprehensive Emergency Management Program using a comprehensive planning process based on federal guidance and best practices in emergency management and continuity planning in accordance with DDS COOP policy published on the DDS Internet website.
 - g. *At least three (3) relevant references or letters of support. References must include government or private organizations that referred individual(s) to whom services have been provided, or the legal guardians of individual(s) to whom services have been provided.

- h. *A letter from DDS/DDA Office of Provider Relations stating that the Provider's preliminary technical approval or a letter from DHCF stating that the Provider has been approved to provide services for one or more of the following waiver services: Residential Habilitation, Supported Living and Host Homes.
- i. Evidence of satisfactory Provider Certification Reviews within past 12 months.
- j. *Demonstrated evidence of ability to support new developments to expand service delivery within its capability as determined by the persons' needs, including services for medically fragile persons, persons with autism spectrum disorder and/or dual diagnosis.
- k. Contractors that are not SBEs or whose Human Care Agreement is expected to exceed \$250,000.00 shall make good faith efforts and submit a subcontracting plan according to Section H.10.

L.2.3 CURRENT PROVIDERS IN GOOD STANDING THAT HAVE SATISFACTORILY COMPLETED PROVIDER CERTIFICATION REVIEWS FOR SUPPORTED LIVING, RESIDENTIAL HABILITATION AND HOST HOME SERVICES WITHIN THE PAST 12 MONTHS MAY SUBMIT ABBREVIATED APPLICATIONS, EXCLUDING THE ITEMS MARKED WITH AN ASTERISK (*) ABOVE.

L.3 Proposal Submission Date and Time Late Submissions, Late Modifications, Withdrawal or Modification of Proposals and Late Proposals

L.3.1. Proposal Submission

- a. Proposals must be submitted no later than **2:00 p.m. on September 30, 2015**. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:
 - (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
 - (b) The proposal or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
 - (c) The proposal is the only proposal received.

L.3.2. Withdrawal or Modification of Proposals

An Offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date and time for receipt of proposals.

L.3.3. Postmarks

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the Offeror can furnish evidence from the postal authorities of timely mailing.

L.3.4. Late Modifications

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

L.3.5. Late Proposals

A late proposal, late modification or late request for withdrawal of a proposal that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful proposals resulting from this solicitation.

L.4. Explanation to Prospective Offerors

If a prospective Offeror has any questions relating to this solicitation, the prospective Offeror shall submit the question in writing to the contact person, identified on page one. The prospective Offeror shall submit questions no later than ten days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than ten days before the date set for submission of proposals. The District will furnish responses promptly to all prospective Offerors. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective Offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

L.5 Restriction on Disclosure and Use of Data

Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall

not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a contract is awarded to this Offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.5.1 Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

L.6 **Proposal Protests**

Any actual or prospective Offeror or contractor who is aggrieved in connection with the solicitation or award of a contract must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation that are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, One Judiciary Square, 441 4th Street NW, Suite 350N, Washington, DC 20001. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.7 **Signing of Offers**

The Offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer

L.8 **Retention of Human Care Agreement Applications**

All application documents will be the property of the District and retained by the District, and therefore will not be returned to the Provider.

L.9 **Proposal Costs**

The District is not liable for any costs incurred by the Offerors in submitting proposals in response to this solicitation.

L.10 Certificates of Insurance

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 to the Contracting Officer.

L.11 Acknowledgement of Amendments

The Provider shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; or (b) by letter or facsimile. The District must receive the acknowledgment by the date and time specified for receipt of applications. Providers' failure to acknowledge an amendment may result in rejection of the application.

L.12 Familiarization with Conditions

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties that may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.13 General Standards of Responsibility

The prospective contractor must demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit the documentation listed below, within five (5) days of the request by the District:

- (1) Evidence of adequate financial resources to perform the contract or the ability to obtain those resources;
- (2) Evidence of ability to comply with the required or proposed delivery or performance schedule, based upon its existing commercial and government contract commitments;
- (3) Evidence of a satisfactory performance record;
- (4) Evidence of a satisfactory record of integrity and business ethics;
- (5) Evidence of a satisfactory record of compliance with the law, including labor and civil rights laws and rules and part A of subchapter X of Chapter 2 of this title;
- (6) Evidence of the necessary organization, experience, accounting, operational control, and technical skills; or evidence of the ability to obtain such.
- (7) Evidence of the necessary production, construction, technical equipment, and facilities; or evidence of the ability to obtain such.

- (8) Evidence that it has not exhibited a pattern of overcharging the District;
- (9) Evidence that it does not have an outstanding debt with the District or the federal government in a delinquent status, including evidence of compliance with applicable District licensing and tax laws and regulations.
- (10) Evidence that it is otherwise qualified and is eligible to receive an award under applicable laws and rules.

If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

Human Care Agreements will be awarded to the qualified and responsible applicant(s) whose application(s) are most advantageous to the District, based upon the evaluation and qualification process set forth in Section L.1.

M.4 EVALUATION OF OPTION YEARS

The District will evaluate offers for award purposes by evaluating all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005", as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

M.5.1 Application of Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to prime contractors as follows:

- M.5.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).
- M.5.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.5.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.5.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.

- M.5.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.
- M.5.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.
- M.5.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.
- M.5.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

M.5.2 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.5.3 Preferences for Certified Joint Ventures

When DSLBD certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.5.4 Verification of Offeror's Certification as a Certified Business Enterprise

- M.5.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer will verify the Offeror's certification with DSLBD, and the Offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.
- M.5.4.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street NW, Suite 970N
Washington DC 20001

M.5.4.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.6.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the Offeror.

M.6.2 In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.